



MILWAUKEE COUNTY  
PERSONNEL REVIEW BOARD  
REQUEST FOR PROPOSAL  
LEGAL SERVICES

ISSUED September 21, 2015

Response Due Date: October 30, 2015 at 3:00 p.m.

RFP # 98150013

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### **INFORMATION SUMMARY SHEET**

Request For Proposal Title:	Legal Services
Request For Proposal Number:	98150013
RFP Issuing Office:	Personnel Review Board
RFP Issue Date:	September 21, 2015
Pre-Proposal Meeting:	October 6, 2015 at 10:00AM
Pre-Proposal Meeting Location:	633 W. Wisconsin Ave. 4th Floor Milwaukee, WI 53203
Deadline for Receipt of Questions:	October 12, 2015 at 5:00PM
RFP Proposal Receipt Deadline:	October 30, 2015 at 3:00 PM
Service Starting Date (Projected):	January 1, 2016
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9th Street Milwaukee, WI 53233
RFP Administrator:	Suzanne Carter Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., 9th Floor Milwaukee, WI 53203  Phone: 414-223-8112 Email: Suzanne.Carter@milwaukeecountywi.gov

Proposal can be found on Milwaukee County's website, "Business Opportunity Portal".  
<http://county.milwaukee.gov/bop>

## **GENERAL INFORMATION 1.0**

### **INTRODUCTION**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a contract to provide Legal Services to the Milwaukee County Personnel Review Board (the "PRB").

Responses to this RFP should be based upon an initial term of an agreement for three (3) years with an option for three (3) additional one (1)-year extensions, by mutual written agreement of the County and the PRB.

### **SCOPE**

#### **INTRODUCTION**

The Milwaukee County PRB is seeking proposals for legal services. No joint proposals will be accepted. The PRB anticipates entering into a three (3)-year professional services agreement from 2016 – 2018, with options for three (3) one (1)-year extensions. This agreement will require review by the County Board Finance, Personnel, and Audit Committee and approval by the full County Board.

The service hours required for the proposed contract depend on the number of legal issues and appeals involving the PRB during the year. In 2013, 121 hours of outside counsel's services were required; however, in 2014, the PRB required 282 hours, and it estimates it will require 270 hours for 2015. These hours are provided only for reference; there is no guarantee that the hours required for the proposed contract will be similar. Most of the hours are spent representing the PRB in challenges to its decisions before the Circuit Court, as well as responding to legal questions from the PRB and attending hearings or conferences as requested.

#### **DESCRIPTION OF THE MILWAUKEE COUNTY PERSONNEL REVIEW BOARD**

Under Wisconsin Statute Chapter 63, Milwaukee County is required to have a Civil Service System for Milwaukee County employees. The authority to hear dismissals, demotions, and certain suspensions of employees in the classified service under Sections 63.10 and 63.12 is delegated to the Milwaukee County Personnel Review Board by Milwaukee County General Ordinance Chapter 33.

The PRB consists of five (5) members appointed by the Milwaukee County Executive and confirmed by the Milwaukee County Board of Supervisors. Each member has a renewable five (5) year term. The PRB meets every other Tuesday to hear employee discipline cases.

The PRB staff consists of an Executive Secretary, Paralegal, and Administrative Assistant who work for the PRB, Milwaukee County Civil Service Commission, and Milwaukee County Ethics Board.

The PRB is a quasi-independent body, and therefore the attorney-client relationship exists only between the PRB and its outside counsel, not between Milwaukee County and outside counsel. The PRB's outside counsel must keep confidential all communications between the PRB or any individual PRB member or staff acting in his or her official capacity.

#### **SCOPE OF SERVICES REQUESTED**

Outside counsel may be required to perform the following duties:

1. Provide legal counsel and advice to the PRB in any matter where Milwaukee County Corporation Counsel has a conflict-of-interest, which may include reference to



Milwaukee County Civil Service Rules, the PRB's procedural rules, Milwaukee County Ordinances, and applicable Wisconsin and Federal law.

2. Represent the PRB in any matter where Milwaukee County Corporation Counsel has a conflict-of-interest, including but not limited to certiorari actions and appeals under Wisconsin Statute Section 59.52(8)(c) where the PRB is a named party.
3. When requested, attend PRB hearings and meetings.
4. Prepare written legal opinions or documents.
5. Assist in the drafting and/or revising of the Board's substantive and procedural rules.
6. Advise the PRB of any changes in Federal or State law, including court decisions, which may impact the operation of the PRB.
7. Perform other legal duties as requested.

Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the PRB may retain the successful proposer to provide, but is intended to be a representative listing of issues for which the PRB previously required such services.

The PRB reserves the right, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, to conduct additional competitive solicitations to retain legal counsel when it is in the best interests of the PRB. Accordingly, the legal counsel retained as a result of this RFP shall have the right to respond to any such additional solicitation process, if and when conducted.

#### **RFP ADMINISTRATOR**

The RFP Administrator is:

Suzanne Carter  
Department of Administrative Services  
Procurement Division  
633 W. Wisconsin Ave., 9th Floor  
Milwaukee, WI 53203

Phone: 414-223-8112

Email: Suzanne.Carter@milwaukeecountywi.gov

#### **DEFINITIONS**

**The following definitions are used throughout the RFP.**

**Agency/Department** means Milwaukee County Personnel Review Board.

**Contractor** means any proposer awarded the contract.

**County** means Milwaukee County.

**Proposer/Vendor/Firm** means a firm submitting a proposal in response to this RFP.

#### **PRE – PROPOSAL MEETING**

A pre-proposal conference will be held at a date, time, and location as provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the proposers' only opportunity to personally address questions concerning this RFP. Milwaukee County encourages participation at the pre-proposal conference of prime subcontractors.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserves the right to answer or not answer questions submitted to by deadlines.

## **QUESTIONS**

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Administrator.

Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Personnel Review Board. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

## **PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT**

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

## **FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

## **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

## **CODE OF ETHICS**

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make

a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

#### **ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS**

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

#### **MULTIPLE PROPOSALS**

Multiple proposals from a proposer will not be permitted.

#### **PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL**

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer’s compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county’s investigation of a proposer’s qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county’s request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required Federal, State and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

#### **CONTRACT TERMS AND FUNDING**

The contract shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

Responses to this RFP should be based upon that the initial term of the agreement of three (3) years with an option for three (3) additional one (1)-year extensions, by mutual agreement of the County and Contractor.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

#### **CONTRACT TERMINATION**

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

#### **FEE ADJUSTMENT**

The price established by a contract shall remain fixed for the first three (3) years, and may be adjusted for subsequent contract extensions. Any proposed price adjustment shall be submitted to the County no later than May 1 of the year preceding the year for which an adjustment is requested, and if approved, will be effective on that date for the subsequent contract period. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the County.



## **PAYMENT REQUIREMENTS**

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.

## **AUDIT**

Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as Contractor. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

## **MINIMUM WAGE RATE**

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part of full time work for the county a minimum wage rate. This rate is currently established at \$11.66/hour. As a matter of responsiveness to this RFP, all proposers must complete 'Attachment C – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'. It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyAudit/2014-Reports/MWomemowithExhibitsUpdated3-2-2015.pdf>

[https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI\\_CH111MIWA.html](https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html)

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of 17%, and you must document those efforts. Your Proposal must state how you will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your Proposal will occur. During the Contract, the successful Proposer will use the County's online reporting system to document DBE participation. The Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached to this RFP as Attachment M.

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

## **EEOC COMPLIANCE**

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment I).

## **INSURANCE AND INDEMNITY REQUIREMENTS**

All proposers must agree to the terms set forth on the "Insurance and Indemnity Acknowledgement Form" (Attachment D). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

## **EMPLOYEES**

The contractor shall utilize as many permanent employees on this contract whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

## **FEDERAL, STATE AND LOCAL REGULATIONS**

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

## **SECURITY AND BACKGROUND CHECKS**

Security background checks shall be conducted for all employees prior to starting work.

## **RESPONSIBLE CONTRACTOR POLICY**

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, State and Federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

## **DISCIPLINE OR DISCHARGE OF EMPLOYEES**

Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

## **PRIME CONTRACTOR & SUBCONTRACTORS**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

## **COMPLIANCE WITH REGULATIONS AND LAWS**

The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.

## **PREPARING AND SUBMITTING A PROPOSAL 2.0**

### **GENERAL INSTRUCTIONS**

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process, to procure legal services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost proposal.

### **INCURRED EXPENSES**

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

### **SUBMITTING A PROPOSAL**

Proposers must submit one (1) original and seven (7) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the "Information Summary Sheet".

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

#### **Technical Proposal Contents**

Cover Sheet for Technical Proposal (Attachment G)

Responses to Request(s):

Experience, background, financial capability, as demonstrated by responses to the technical proposal questionnaire and compliance to the RFP requirements.

Resumes of the Proposed Team Members (Appendix 1)

Vendor Information Sheet (Attachment B)

Conflict of Interest Stipulation (Attachment E)

Sworn Statement of Bidder (Attachment F)

EEOC Compliance (Attachment I)

Certification Regarding Debarment and Suspension (Attachment J)

Proprietary Information Disclosure Form (Attachment K)



Declaration of Commitment to Compliance with Milwaukee County's  
Minimum Wage Provision (Attachment C)

**Cost Proposal Contents**

Cover Sheet for Pricing Proposal (Attachment H)  
Cost Proposal Submission Form (Attachment A)  
Disadvantaged Business Enterprise Forms (Attachment M)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)  
Request For Proposal Number: (Number as provided on the Information Summary Sheet)  
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

and

Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)  
Request For Proposal Number: (Number as provided on the Information Summary Sheet)  
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)



## **PROPOSAL AND AWARD PROCESS 3.0**

### **PRELIMINARY EVALUATION**

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

### **PROPOSAL SCORING**

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring: the Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer's responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring: cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to the lowest bidder and each subsequent proposal will use the lowest total dollar amount proposed pursuant to the hypotheticals in the cost section of the RFP as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals (based on the hypothetical scenarios) that vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County's Executive Secretary of the PRB as to whose proposal is determined to provide the best value to

Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

## **EVALUATION CRITERIA**

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each proposer.

### RFP EVALUATION CRITERIA

Cost Proposal Response	
Cost	15%
Technical Proposal Response	
Firm Profile, including Disciplinary and Financial Profile	25%
Relevant Experience, Including Experience of Personnel and Consultants	35%
Approach to Services and Methodology	25%

## **RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS**

The County reserves the right to reject any and all proposals.

## **EXCEPTIONS**

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Contractor. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

## **INTENT TO AWARD**

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, the PRB shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An

agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

## **INFORMATION RELEASE**

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment K – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

## **APPEAL**

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at [http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County).

## COST PROPOSAL RESPONSE

### **COST PROPOSAL**

1. The County will pay legal services fees on an hourly basis. Itemized estimates of charges for reimbursable expenses such as travel expenses in addition to hourly fees must be identified separately. Expense charges shall conform to all applicable County policies and procedures. Proposals must provide the rates at which the services of all legal professionals, including partners, associates, non-attorney law clerks, paralegals, or other para-professionals would be provided to the PRB for the next three (3) years. **Hourly fees shall remain firm throughout the initial three (3)-year term of the contract.**

Classification or Position	Name	Rate per Hour
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. The PRB expects to receive the lowest rates charged by your firm to your clients. If for any reason you are not prepared to extend this rate to the PRB, please indicate your reasons.

3. Fee information must be sufficiently detailed to allow evaluators to calculate the overall cost to the County given the hypothetical projects set forth below.

Please explain how your firm would advise the PRB on each of the following projects and provide estimated costs for each. Please list both fees and expenses for each scenario. Fees must be consistent with the fees set forth in Section 1.

Scenario 1: An employee has filed a grievance appeal concerning overtime assignments pursuant to County General Ordinance 17.207. The appointing authority (employer) moves to dismiss for lack of jurisdiction; the employee opposes. The PRB requests an opinion as to whether it has jurisdiction of the grievance appeal. Describe how your firm would address this request.

Scenario 2: A Deputy Sheriff has filed a notice of appeal of the PRB's determination to uphold charges for the Deputy's discharge. Describe your firm's involvement in the litigation.

**A separate set of data in the format below should be used for each scenario. The cost data that will be evaluated will be based on total costs.**

Classification or Position	Name	Estimated Hours	Rate	Total Fee
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Labor Costs:				_____

Expense Type	Expense Amount
_____	_____
_____	_____
_____	_____
_____	_____
Total Estimated Expenses:	_____

Total Labor Costs: \_\_\_\_\_

Total Estimated Expenses: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_



## **TECHNICAL PROPOSAL RESPONSE**

### **Guidelines**

- Each question should be retyped in your bid with the response immediately following. Questions should be in the same font/format and order as outlined in this section (e.g., Response to Request A1, Response to Request A2...).
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.

### **A. FIRM PROFILE, INCLUDING FINANCIAL AND DISCIPLINARY PROFILE.**

1. List firm name.
2. Identify address, telephone number, fax number and website URL of the firm office primarily responsible for the engagement.
3. Identify year the firm was established and number of years the firm has been in business.
4. List other or former names under which the firm has operated.
5. Identify the attorney in charge of this engagement and provide his or her contact information.
6. List total number of full-time attorneys employed by the firm (break out among principal and satellite offices, if applicable).
7. List total number of other employees (excluding attorneys) employed by the firm (break out among principal and satellite offices, if applicable).
8. Provide a brief profile of the firm's organization and history.
9. Describe the legal services provided by the firm.
10. Describe the firm's specialty and/or areas of expertise.
11. Has the firm ever failed to complete any work awarded in an RFP process? If yes, explain when and the circumstances.
12. Have there been any judgments, claims, mediation/arbitration proceedings, and/or lawsuits against the firm or its officers pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? If yes, explain the nature, status and the outcome of the matter(s).
13. Has the firm filed any lawsuits or requested mediation or arbitration with regard to its services within the last five (5) years? If yes, explain the nature, status and the outcome of the matter(s).
14. Has the firm received any legal demand letter from clients in the past five (5) years? If yes, explain the nature, status and outcome of the matter(s).
15. Are there presently, or have there been within the past five (5) years, any administrative or state ethics board or similar body proceedings to which the firm or any of the attorneys listed in Appendix 1 are a party? If yes, explain the nature, status and outcome of the matter(s).

## **B. RELEVANT FIRM EXPERIENCE.**

1. Provide a detailed description of clients comparable to the PRB (in which the firm performs services similar to those listed in the Scope of Services) for which the firm has either ongoing work or completed work within the past three (3) years. The description should identify the following: (a) the client, (b) the description of work, (c) the total dollar value of the account, (d) the relationship duration, and (e) the client contact and phone number for reference. Where possible, list and describe those services provided for public entities. In providing this information, you release the PRB from liability regarding contacting any prior clients and communicating with them about these engagements and their opinions about work performed unless otherwise noted.
2. List the firm's 3-5 key competitive advantages in the market place.
3. Indicate your ability and experience to recognize and periodically report changes to legislation or case law which are pertinent to the Milwaukee County PRB and suggest management and compliance strategies.
4. Describe any special training or experience members of your firm possess that may assist in providing the Scope of Services.
5. To the extent applicable, please describe any and all work your firm has previously performed for Milwaukee County. Provide the name of a contact person for each type of work or project. In providing this information, you release the PRB from liability regarding contacting any prior clients and communicating with them about these engagements and their opinions about work performed unless otherwise noted.
6. Describe the experience members of your firm have with Milwaukee County General Ordinances and the relationship and interaction of the ordinances with state laws and regulations.

## **C. APPROACH TO SERVICES AND METHODOLOGY.**

1. Describe the firm's methodology and recommended solutions in performing the services described in the Scope of Services and describe the firm's specific policies, plans, procedures or techniques to be used in providing the services.
2. Describe the firm's general approach to project organization and management, including responsibilities of the firm's management and staff personnel that would perform work for the PRB.
3. Address how the firm accomplishes quality and timely deliverables.
4. Describe the firm's approach to maintaining responsive communication with its public sector clients and keeping the client informed of problems and work progress.
5. Describe the firm's procedure for providing continued uninterrupted service if staffing changes occur or if the requested Scope of Services is significantly increased.
6. Summarize the firm's procedure and policy for addressing conflicts of interest or appearances of conflicts of interest. Disclose all client relationships which are directly adverse to Milwaukee County for cases that may be material to the County's employment relationships.

7. Describe the firm's resolution process to any disputes arising between the firm and a client pertaining to legal services.
8. Describe the firm's billing system, including how time is tracked, e.g., increment of time tracked, tracking of time per person and per matter and the level of detail that will be provided in the monthly bills.
9. Describe the information technology capabilities of the firm, including electronic resources and innovations applicable to these services.
10. Are there any pending organizational changes that may affect your relationship with Milwaukee County if chosen? Such changes could include mergers, acquisitions, staff changes, etc.

**D. PERSONNEL AND CONSULTANTS.**

1. Provide the qualifications and experience of all firm personnel who will be assigned to this engagement (resumes of the proposed team members should be provided in Appendix 1). Please include name, title, location, educational background, and any bar memberships. Please specify any experience with public sector clients.
2. Provide the name and qualifications of any outside specialists or consultants that the Proposer anticipates will be used to assist with the engagement and describe the services to be provided.

# COST PROPOSAL SUBMISSION FORM

1. Hourly Fees:

Classification or Position	Name	Rate per Hour
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Response to Inquiry #2:


---



---

3. Response to Hypotheticals:Response to Scenario 1:

Classification or Position	Name	Estimated Hours	Rate	Total Fee
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Labor Costs:				_____

Expense Type	Expense Amount
_____	_____
_____	_____
_____	_____
_____	_____
Total Estimated Expenses:	_____

Total Labor Costs: \_\_\_\_\_

Total Estimated Expenses: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Response to Scenario 2:

Classification or Position	Name	Estimated Hours	Rate	Total Fee
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Labor Costs:				_____

Expense Type	Expense Amount	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
Total Estimated Expenses:		_____

Total Labor Costs: \_\_\_\_\_

Total Estimated Expenses: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_



## VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_  
\_\_\_\_\_

Vendor Response Prepared By: \_\_\_\_\_

Signature: \_\_\_\_\_

# ATTACHMENT C

Exhibit C 1

## Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: \_\_\_\_\_

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 28, 2015	\$11.66

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

**In order to be considered responsive to the Bid/RFP, you must submit this form.**

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

☐ I believe that I am exempt from Chapter 111 for the following reasons:

\_\_\_\_\_  
Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on \_\_\_\_\_ (date)

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## **Insurance and Indemnity**

### **Acknowledgement Form**

#### **Indemnity:**

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contractor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

#### **Insurance:**

Contractor must, at the time of the award evidence and maintain, during the term of the agreement, policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor's activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities pursuant to the award. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts and any other project-specific insurance as requested:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Professional Liability / Malpractice	\$1,000,000 Per Occurrence \$3,000,000 Aggregate

Milwaukee County shall be named as and Additional Insured on the general liability policy as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Director of Risk Management as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

# CONFLICT OF INTEREST STIPULATION

**(Sign and Submit with Technical Proposal)**

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the bid.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES \_\_\_\_\_

NO \_\_\_\_\_

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name \_\_\_\_\_

County \_\_\_\_\_

Position \_\_\_\_\_

Business Relationship \_\_\_\_\_

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at \_\_\_\_\_,

City, State

On oath, depose and say I am the \_\_\_\_\_

Official Title

Of the Bidder, \_\_\_\_\_,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Address

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My commission expires \_\_\_\_\_.



# **COVER SHEET FOR TECHNICAL PROPOSAL**

**(Sign and Submit with Technical Proposal)**

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

---

Vendor's Name

---

Title

---

Signature

---

Date

# COVER SHEET FOR PRICING PROPOSAL

**(Sign and Submit with Price Proposal)**

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services

---

Vendor's Name

---

Title

---

Signature

---

Date

**EEOC COMPLIANCE**  
**(Sign & Submit with Technical Proposal)**

**2015 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**  
**FOR MILWAUKEE COUNTY CONTRACTS**

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all

qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. \_\_

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: \_\_\_\_\_. CONTRACTOR certifies that it has the following total number of employees in its workforce: \_\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

(Signature/Title)

# **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Sign and Submit with Technical Proposal)**

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_



# PROPRIETARY INFORMATION DISCLOSURE FORM

(Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print Date \_\_\_\_\_

# **DISADVANTAGED BUSINESS ENTERPRISE FORMS**

## ATTACHMENT A

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. The successful contractor/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE\*) firms on all USDOT and Milwaukee County funded service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
  - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or
  - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation with their proposal.
3. The efforts employed by the contractor/service provider should be those that one could reasonably expect a contractor/service provider to take if the contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office  
City Campus, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208

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\* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

5. Prime contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002 form**) a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the contractor/service provider is not able to meet the DBE goal the contractor/service provider must submit a complete the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation. The **Commitment to Subcontract to DBE Firms Form** must contain the following information (see form **DBD-014** for additional details):
  - a. Name(s) of DBE(s) firm(s) being considered for utilization.
  - b. Description of services that will be provided by the DBE(s).
  - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
6. When evaluating a contractor's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
  - a. Terminate or cancel the contract, in whole or in part.
  - b. Remove the contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
  - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the

contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by CBDP. **The directory can be viewed at [www.milwaukeecounty.org](http://www.milwaukeecounty.org), do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms.** If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.

14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports (**DBD-016 form**) must be submitted with the Payment Applications by the successful proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
16. Final Payment Verification. The successful prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.



# COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\*) \$ \_\_\_\_\_

**DBE Goal:** \_\_\_\_\_ (\*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \_\_\_\_\_ Total % \_\_\_\_\_

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative \_\_\_\_\_ Print/Type Name of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ State of \_\_\_\_\_, My Commission expires \_\_\_\_\_.

[SEAL]

CBDP APPROVAL:

Signature \_\_\_\_\_ Date \_\_\_\_\_

\* Exclude all allowances

\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

CBDP APPROVAL:

\* Exclude all allowances

\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
COMMITMENT TO SUBCONTRACT TO *DBE* FIRMS FORM  
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

**INSTRUCTIONS:**

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

**ADDITIONAL INFORMATION/REQUIREMENTS:**

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.* **VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

**IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248**



Consultant/service provider: \_\_\_\_\_

Project Title: \_\_\_\_\_

### **SUBCONSULTANT INFORMATION SHEET**

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(\*) Check if this sub-consultant's quote has been used in your proposal.

(\*\*) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million  
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.



**MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**

**CERTIFICATE OF GOOD FAITH EFFORTS**

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement "good faith" efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, \_\_\_\_\_, do hereby acknowledge that I am the \_\_\_\_\_ of \_\_\_\_\_, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)


I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

**A. Identifying Subcontract Work Items**

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?


**B. Notifying DBE Firms of Contracting Opportunities**

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

<b>Company Contacted</b>	<b>Date of Written Notification</b>	<b>DBE (Yes/No)</b>	<b>Date of Follow-up Telephone Call</b>

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

<b>Published Announcement/Publication (please describe)</b>	<b>Date</b>

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

<b>DBE Association/Organization</b>	<b>Date of Notification</b>	<b>Contact Person</b>	<b>Date of Follow-Up Call</b>

5. Were the services of the Milwaukee County's Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: \_\_\_\_\_ telephone \_\_\_\_\_ written correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C. Providing DBEs With Assistance**

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:


7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:


8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.


**D. Soliciting Proposal/Quotes From Interested DBE Firms**

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes



10. Other comments you want Milwaukee County to consider:


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

**AFFIDAVIT**

STATE OF WISCONSIN )

) ss

COUNTY OF \_\_\_\_\_ )

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_

Bidder/Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

## **MILWAUKEE COUNTY**

### **COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**

#### ***PROVISIONS GOVERNING GOOD FAITH EFFORTS***

(Based upon 49 CFR Part 23 and 26, Appendix A, attached)

#### **1. COMMITMENT TO SUBCONTRACT WITH DBE FIRMS FORM (DBE-014PS) AND GOOD-FAITH EFFORTS CERTIFICATE (DBD-001PS).**

In the event you are the low bidder/successful proposer you will be so informed in writing promptly after bid/proposal opening/review. As indicated in the bid/RFP documents, within three (3) working days of being so notified, you must supply the Commitment to Subcontract with DBE Firms Form (DBD-014PS) which is included with the contract documents. This form is to establish that you have received from the listed DBE contractors signed commitments sufficient to satisfy the DBE goal for that project. If you indicate in this document that you have not met the DBE goal, your bid may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled Certificate of Good-Faith Efforts, DBD-001PS at the time you submit the Commitment to Subcontract with DBE Firms Form.

#### **2. GOOD-FAITH EFFORT PROCEDURE.**

The DBD-001PS form constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of DBE subcontractors. Review and complete it carefully. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in the DBD-001 form. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the DBD-001C form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing, which will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application. You may be represented by counsel if you wish. The hearing officer will be a person who was not involved in evaluating your original bid. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the DBD-001PS form for review by the contracting officer.

#### **3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.**

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a contractor who was actively and aggressively seeking to engage DBE subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided

in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

**4. CONSEQUENCES OF YOUR FAILURE TO PRACTICE GOOD FAITH EFFORTS.**

If the hearing officer(s) determine(s) that your DBE participation effort lacked good faith efforts, the contracting department may reject your proposal.

If you have any questions about the good-faith effort process, please contact the Milwaukee County Community Business Development Partners (CBDP) Office at 414-278-5248.

**APPENDIX "A" TO 49 CFR PART 26**  
**GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
  - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation,

even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.
  - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
- J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

**GOOD-FAITH EFFORTS WAIVER DENIAL  
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on \_\_\_\_\_. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a postponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREWITH  
REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE  
COMPANY'S GOOD-FAITH EFFORTS WAIVER REQUEST.**

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



DISADVANTAGED BUSINESS ENTERPRISE  
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT\*

NAME OF CONSULTANT \_\_\_\_\_ TELEPHONE NO. ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ (ZIP CODE) \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT YTD \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT YTD \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_ \*\*

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 200 \_\_\_\_\_ FINAL REPORT: ( ) Yes ( ) No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
(Name & Title)

\*Directions for completion of report - see reverse side

\*\*If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

## DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example--if the report covers the first payment to a DBE subconsultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

D-016PS FORM

Rev. 03/05/04

**MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION**

**"DBE" SUBCONSULTANT PAYMENT CERTIFICATION**

**This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.**

County Department Issuing Contract/Project \_\_\_\_\_

Contract/Project Title \_\_\_\_\_

**DBE Firm:** \_\_\_\_\_

**Project No.** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**\*SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ \_\_\_\_\_ total payment for subcontract work on the above referenced Milwaukee County project or contract.

Date \_\_\_\_\_, 200\_\_

**\*SECTION (B) BOTH PRIME CONSULTANT AND DBE COMPANY COMPLETE IF FULL  
PAYMENT HAS NOT BEEN MADE TO DBE SUBCONSULTANT AND A  
BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ \_\_\_\_\_ and will pay the balance of \$ \_\_\_\_\_  
to \_\_\_\_\_ upon receipt of payment from  
Milwaukee County for subcontract work on the above referenced project.

Date \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Prime Consultant/Contractor's Signature) (Print Name & Title)

\_\_\_\_\_  
(DBE Subconsultant/Subcontractor Signature) (Print Name & Title)